

COPY

ILLINOIS COMMERCE
COMMISSION

SLM:sd 102 275 061

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

MAY 16 3 28 PM '01
TRANSPORTATION DIV.

**THE DEPARTMENT OF TRANSPORTATION)
OF THE STATE OF ILLINOIS, for and in)
behalf of the People of the State of Illinois,)**

Petitioner,

vs.

TP & W ACQUISITION CORPORATION,

Respondent.

N o . [REDACTED] T01-0036

(Parcels 407H206PE and 407H206TE)

PETITION FOR APPROVAL TO TAKE PROPERTY

NOW COMES THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, Petitioner, by JAMES E. RYAN, ATTORNEY GENERAL and STANLEY L. MORRIS, Special Assistant Attorney General, and for its Petition for Approval to Take Property states:

1. Petitioner has engaged in the construction, operation and maintenance of FA Route 317 (US 24), a State highway under the control and jurisdiction of Petitioner, in Peoria County, Illinois, under and by virtue of the Illinois Highway Code (605 ILCS 5/2-101 through 5/2-220 and 5/4-101 through 5/4-5 11). The lands and premises hereinafter described and legally described as set out in Exhibits "A" and "B" which are attached hereto and incorporated by this reference, are required to resurface and install retaining walls as a part of the improvement of U.S. 24 from Illinois Route 9 to Ptieffer Road in Bartonville, Illinois (hereafter the "Project").

DOCKETED

2. Respondent, Union Pacific Railroad Company, is a rail carrier as defined in the Illinois Commercial Transportation Law (625 ILCS 5/18c-7101 et seq.), is engaged as a common carrier by railroad within Illinois and is subject to the jurisdiction of the Illinois Commerce Commission.
3. The land, rights, and other property hereinafter described are private property and the following entities appear to have an ownership interest, or some lesser interest, in the property described in Exhibits “A” and “B” attached hereto.
 - a) TP& W Acquisition Corporation, c/o Rail America, Inc., 4440 Broadway, Suite 200, San Antonio, Texas 78209;
 - b) The Bank of Nova Scotia, 181 West Madison, Suite 3700, Chicago, Illinois 60602;
 - c) Creditanstalt Corporate Finance, Inc, n/d/b/a Bank Austria Creditanstalt Corporate Finance, Inc, 2 Greenwich Plaza, Greenwich, Connecticut 06830; and
 - d) Chuck Bellemy, 13524 Third, Pekin, Illinois 61554.
4. The Project is a public work, is for public use and constitutes a public purpose, namely the improvement of FA Route 3 17 (US 24), in Peoria County, Illinois; it is in the public convenience and necessity that the Petitioner have and acquire a permanent easement in Parcel 407H206PE, and temporary easement in Parcel 407H206TE, more particularly described in Exhibits “A” and “B”, respectively, attached hereto.

5. The compensation to be paid by the Petitioner to the Respondent for this parcel or the interest therein or the form of conveyance cannot be agreed upon between the Petitioner and the Respondent and the Petitioner, therefore, is authorized, subject to the initial approval of the Illinois Commerce Commission, to proceed to acquire said lands, rights or other property through the exercise of the right of eminent domain under the Eminent Domain of the Laws of Illinois.

WHEREFORE, Petitioner prays the Illinois Commerce Commission enter an Order authorizing Petitioner to proceed with an action in eminent domain to acquire from Respondent, Union Pacific Railroad Company, a permanent easement in Parcel 407H206PE, and a temporary easement in Parcel 407H206TE, more particularly described in Exhibits "A" and "B", respectively, all in accordance with Article VII (735 ILCS 5/7-10 1 through 5/7- 129) of the Illinois Code of Civil Procedure.

THE DEPARTMENT OF
TRANSPORTATION,
STATE OF ILLINOIS, Petitioner

JAMES E. RYAN, ATTORNEY GENERAL

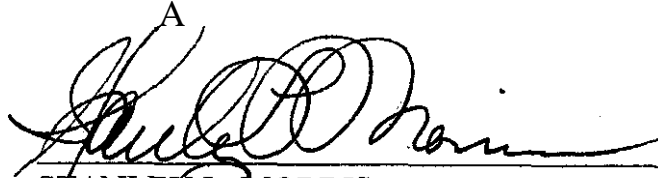
By 

Stanley L. Morris, Special
Assistant Attorney General

Stanley L. Morris
Special Assistant Attorney General
205 South Fifth Street, Suite 900
Springfield, Illinois 62705-0255
Telephone: (217) 753-1133

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) ss

I, STANLEY L. MORRIS, of lawful age and being first duly sworn, depose and say that I am a Special Assistant Attorney General for the State of Illinois, that I have read the above and foregoing Petition by me subscribed, have knowledge of the contents thereof and that on information and belief said contents are true in substance and in fact.



STANLEY L. MORRIS
Special Assistant Attorney General

Subscribed and sworn to before me, a Notary Public, this 16th day of May, 2001.



Notary Public



PROOF OF SERVICE

The undersigned certifies that on May 16 2001, a copy of the foregoing document was deposited in the US. Mail, with postage prepaid, at Springfield, Illinois, plainly addressed to:

Mr. Todd Cecil
TP& W Acquisition Corporation
c/o Rail America, Inc.
4440 Broadway, Suite 200
San Antonio, Texas 78209

Ms. Karen Rodiek
The Bank of Nova Scotia
18 1 West Madison, Suite 3700
Chicago, Illinois 60602;

Mr. Peter Wood
c/o HypoVereinasbank
622 Third Avenue
New York, New York 10017

Mr. Chuck Bellemy
13524 Third
Pekin, Illinois 61554.

Susan J. Deutsch

EXHIBIT

AG

"A"

TP&W Acquisition Corp.,
A New Jersey Corp.

N a m e

Route F.A. 317 (US 24)

Section (46-1)RS-6,TS-2

County Peoria

Job No. R-94-C107-92

Parcel No. 407H206-PE

Contract No. 88486

Catalog No. 030079-00

Sta. 23+945 to

Sta. 23+953

PERMANENT EASEMENT

A part of the Southwest Quarter of the Northeast Quarter of Section 36, Township 8 North, Range 7 East of the Fourth Principal Meridian, Peoria County, State of Illinois, described in detail as follows.

Commencing at the northwest corner of the Northeast Quarter of said Section 36, said point being 15.907 meters (52.19 feet) normally distant westerly of the centerline of FA Route 317 (US Route 24); thence South 0 degree 14 minutes 09 seconds East (Bearings are assumed for descriptive purposes only), 403.208 meters (1,322.86 feet) along the west line of the Northeast Quarter of said Section 36 to the northwest corner of the South Half of the Northeast Quarter of said Section 36, said point being 36.120 meters (116.50 feet) radially distant westerly of said centerline; thence North 89 degrees 54 minutes 29 seconds East, 51.643 meters (169.43 feet) along the north line of the South Half of the Northeast Quarter of said Section 36 to a point on the existing right of way line of said route, said point being 15.240 meters (50.00 feet) radially distant easterly of said centerline and the Point of Beginning.

From the Point of Beginning thence North 89 degrees 54 minutes 29 seconds East, 7.357 meters (24.14 feet) continuing along the north line of the South Half of the Northeast Quarter of said Section 36, to a point 22.559 meters (74.01 feet) radially distant easterly of said centerline; thence South 14 degrees 30 minutes 25 seconds West, 8.694 meters (28.52 feet) to a Point 21.264 meters (69.76 feet) radially distant easterly of said centerline; thence North 83 degrees

52 minutes 05 seconds West, 6.024 meters (19.76 feet) along the proposed permanent easement line to a point on the existing right of way line of said route, said point being 15.240 meters (50.00 feet) radially distant easterly of said centerline; thence northerly along the existing right of way line of said route.7804 meters (25.60 feet) on a curve to the left with a radius of 1,289.871 meters (4,231.85 feet), the chord of said curve bearing North 5 degrees 57 minutes 31 seconds East, 7.804 meters (25.60 feet) to the Point of Beginning.

The said described permanent easement contains 54 square meters, more or less, (586 square feet, more or less), or 0.0054 hectares, more or less, (0.013 acres, more or less).

The said Real Estate being also shown by the plat(s) hereto attached and made a part hereof.

206PEDOC

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by its opening, improving and using the above-described premises for highway purposes. This aoknowledgmernt does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This permanent easement is made, executed and delivered in pursuance of a resolution duly adopted at a meeting of the Board of Directors of the said corporation held on the _____ day of _____, 20_____

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this _____ day of _____ A.D., 20 ____.

By _____
President

(Corporate Seal)

ATTEST:

Secretary

STATE OF _____)
COUNTY OF _____)SS

I, _____, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the President and the Secretary of the _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free, and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____ A.D., 20 ____.

Notary Public

Permanent Easement-RR

CONTRACT NO.: 88486

R. O. W. PLAT		BY	DATE
	COMPUTED	RJG	4-2000
NGTE 800K	CHECKED	JAB	4-2000
	INDEXED	RJG	4-2000
	INK CHECKED	JAB	4-2000
No. 2754F			

CADD DR,
PROJECT: US24ROW
FILE: ROWPLAN.M32
JOBROW.GPK
US24ROW.IRC
US24AROW.IRC

T. P. & W. ACQUISITION CORP.,
A NEW JERSEY CORPORATION

AREA = 54 m² [586 s.f.], ±, or
0.0054 ha, [0.013 ac.], ±

Exist. C.L. Curve Data

PI Stg. 24+034.862

$$\Delta = 24^{\circ} 34' 23'' \text{ (LT)}$$

$T = 277.599 \text{ m [910.76']}$

$$R = 1,274.630 \text{ m} \quad [4,181.85']$$
$$L = 546.662 \text{ m} \quad [1.793.517]$$
 $E = 29.879 \text{ m} [98.03']$

PC Stg. 23+757.263

PT Stg. 24+303.923

THIS IS TO CERTIFY THAT THIS IS A TRUE
AND CORRECT PLAT OF A SURVEY MADE
UNDER MY DIRECTION FOR THE DIVISION
OF HIGHWAYS, STATE OF ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2350 LIC. EXP. 11-30-2000



S 0° 14' 09" E
403.208 m (1,322.86')

WEST LINE OF NE 1/4
OF SECTION 36

Found Iron Pipe
NW COR. OF NE 1/4
OF SECTION 36
24+559.525
15.907 m LT [52.197]

N 89° 54' 29" E
51.643 m (169.43')

CENTERLINE OF F.A. ROUTE 317
(U.S. MARKED ROUTE 24)

NORTH LINE OF S 1/2 OF
NE 1/4 OF SECTION 36

23+900

R = 1,289,871 m [4,231.85']
 ARC L. = 7,804 m [25.60']
 Ch. L. = 7,804 m [25.60']
 N 5° 57' 31" E

POINT OF BEGINNING
23+953.011
PE = 15.240 m RT 150.001

$$\frac{23+945.300}{PE} = 15.240 \text{ m RT } [50.00']$$

EXISTING RIGHT
OF WAY LINE

N 83° 52' 05" W
6.024 m [19.76']

S 14° 30' 25" W
8.694 m [28.52']

$$\frac{23+945.300}{PE} = 21.264 \text{ m RT } [69.76']$$

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 36 TOWNSHIP 8 NORTH, RANGE 7 E. 4th, PRINCIPAL MERIDIAN
PEORIA COUNTY

PERMANENT EASEMENT PLATT
FA ROUTE 317 CONSTRUCTION SECTION (46-1RS-6,1S-2)
APR 2000 00 00 P-94-007-92

Signed

Recorded

ACU

•

407H206

REDUCED TO
78 % OF
ORIGINAL SIZE

TP&W Acquisition Corp.,
A New Jersey Corp.

Name

Route F.A. 317 (US 24)

Section (46-1)RS-6,TS-2

County Peoria

Job No. R-94-007-92

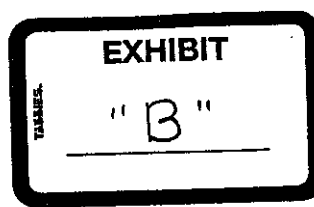
Parcel No. 407H206-TE

Contract No. 88486

Catalog No. 030079-00

Sta. 23+934 to

Sta. 23+945



TEMPORARY CONSTRUCTION EASEMENT

A part of the Southwest Quarter of the Northeast Quarter of Section 36, Township 8 North, Range 7 East of the Fourth Principal Meridian, Peoria County, State of Illinois, described in detail as follows,

Commencing at the northwest corner of the Northeast Quarter of said Section 36, said point being 15.907 meters (52.19 feet) normally distant westerly of the centerline of FA Route 317 (US Route 24); thence South 0 degree 14 minutes 09 seconds East (Bearings are assumed for descriptive purposes only), 403.208 meters (1,322.86 feet) along the west line of the Northeast Quarter of said Section 36 to the northwest corner of the South Half of the Northeast Quarter of said Section 36, said point being 36.120 meters (118.50 feet) radially distant westerly of said centerline; thence North 89 degrees 54 minutes 29 seconds East, 51.643 meters (169.43 feet) along the north line of the South Half of the Northeast Quarter of said Section 36 to a point on the existing right of way line of said route, said point being 15.240 meters (50.00 feet) radially distant easterly of said centerline; thence southerly along the existing right of way line of said route 7.804 meters (25.60 feet) on a curve to the right with a radius of 1,289.871 meters (4,231.85 feet), the chord of said curve bearing South 5 degrees 57 minutes 31 seconds West, 7.804 meters (25.60 feet) to a point 15.240 meters (50.00 feet) radially distant easterly of the said centerline and the Point of Beginning.

From the Point of Beginning thence South 83 degrees 52 minutes 05 seconds East, 6.024 meters (19.76 feet) along the proposed permanent easement line to a point 21.264 meters (69.76 feet) radially distant easterly of said centerline; thence South 14 degrees 30 minutes 25 seconds West, 8.645 meters (28.36 feet) to a point 20.033 meters (65.72 feet) radially distant easterly of said centerline; thence South 67 degrees 34 minutes 00 seconds West, 5.480 meters (17.98 feet) along the proposed temporary easement line to a point on the existing right of way line, said point being 15.240 meters (50.00 feet) radially distant easterly of said centerline; thence northerly along the existing right of way line of said route 11.173 meters (36.66 feet) on a curve to the left with a radius of 1,289.871 meters (4,231.85 feet), the chord of said curve bearing North 6 degrees 22 minutes 48 seconds East, 11.173 meters (36.66 feet) to the Point of Beginning.

The said described temporary easement contains 52 square meters, more or less, (565 square feet, more or less), or 0.0052 hectares, more or less, (0.013 acre, more or less).

The said Real Estate being also shown by the plat hereto attached and made a part hereof:

206TEDOC

The right, easement and privilege granted herein shall terminate three years after the date of the award of the proposed project or upon completion of the proposed project, whichever is the sooner.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled-, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above described premises fo'r highway purposes. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This Temporary Easement shall be binding upon the Grantor___ and upon ___ heirs, executors, successors and assigns.

IN WITNESSWHEREOF, 'the Grantor___ has caused its Corporate name to be hereunto subscribed by its _____ its duly attested Corporate Seal to be hereunto affixed by its Secretary on this _____ day of _____ 20____.

TP & W Acquisition Corporation,
a New Jersey Corporation

(Corporate Seal)

By: _____

Attest:

Secretary

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, a Notary Public, in and for said County and State
aforesaid, DO HEREBY CERTIFY, that _____.
And _____ to me personally known to be President and
Secretary respectively of TP & W Acquisition Corporation, a New
Jersey _____, a Corporation, and also known to be the persons whose names
are subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that as such President and Secretary respectively, they signed, sealed and
delivered the said instrument as the free and voluntary act of said Corporation for the uses and
purposes therein set forth, and that they were duly authorized to execute the same by the
Board of Directors of said Corporation.

Given under my hand and notarial seal this _____ day of _____
A.D., 20____.

Notary Public

(SEAL)

My Commission Expires _____, 20____.

CAAD DRA.
PROJECT: US24ROW
FILE: R0MPLAN.M12
JOBROW.DWG
US24ROW.LRG
US24ROW.JRG

DATE	BY	REVISION
4/2000	JAB	CHANGED
4/2000	JAB	CHANGED
4/2000	JAB	CHANGED
4/2000	JAB	CHANGED
2/54F		NOT BOOK

UTMALOG NO.: 030079-00
CONTRACT NO.: 88486

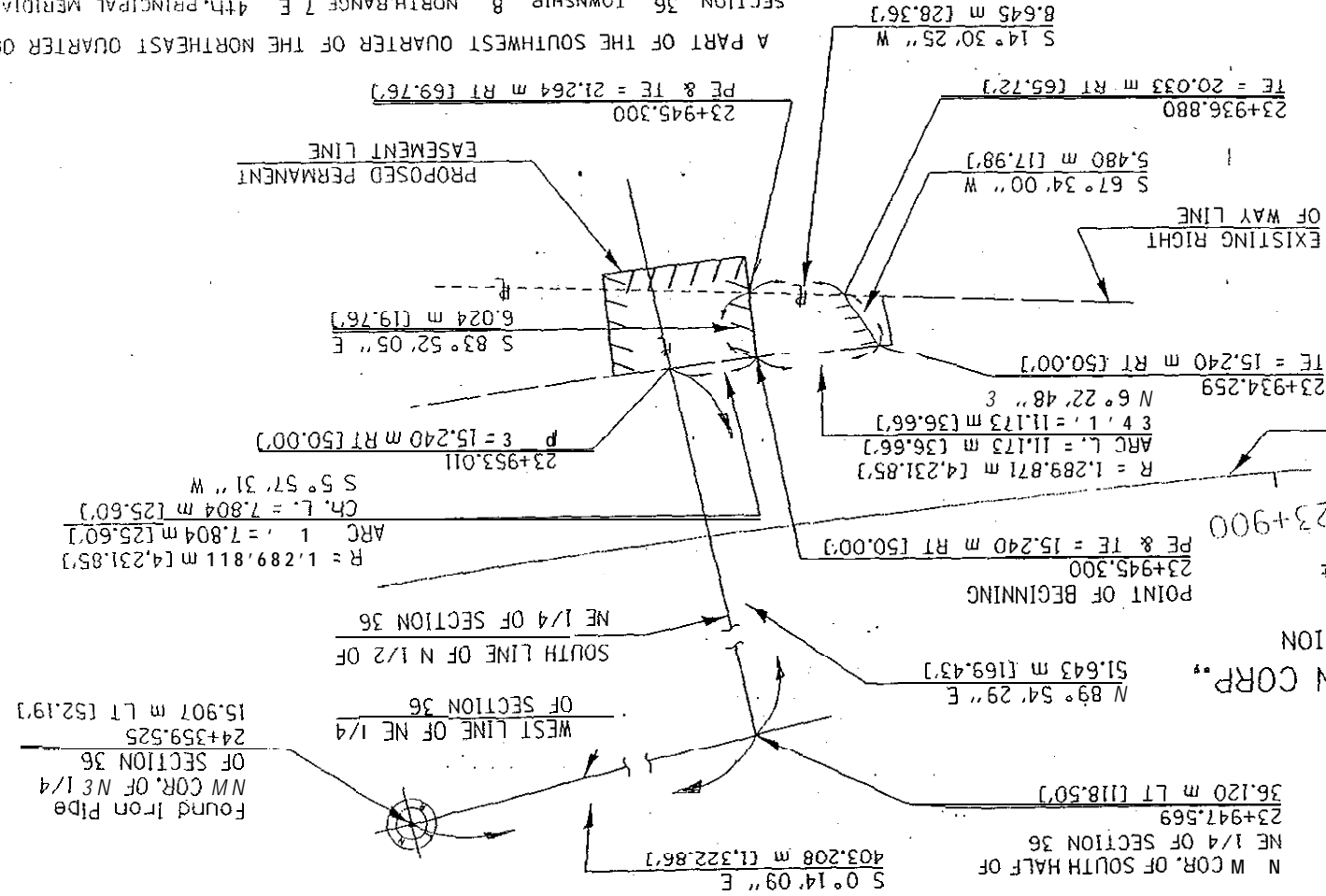


Exist. C.L. Curve Data
PI Sta. 24+034.862
 $\Delta = 24^\circ 34' 23''$ (LT)
T = 277.599 m [910.76']
R = 1,274.630 m [4,181.85']
L = 546.662 m [1,793.51']
E = 29.879 m [98.03']
PC Sta. 23+757.263
PT Sta. 24+303.925

AREA = 2 m^2 (565 s.f.), ± 0.0052 ha. (0.013 ac.), \pm

T. P. & W. ACQUISITION CORP.,
A NEW JERSEY CORPORATION

BEARINGS ARE ASSUMED FOR DESCRIPTIVE PURPOSES ONLY.
() RECORD DATA
() ENGLISH EQUIVALENT
CONVERTED (1 METER = 3.28083333')



TEMPORARY EASEMENT PLAT
FA ROUTE 317
CONSTRUCTION SECTION (46-11RS-6-TS-2)
APRIL 2000
JOB NO. R-94-007-92

REDUCED TO
78 % OF
ORIGINAL SIZE

Signed _____
Recorded _____
BOOK _____
PAGE _____
DOCUMENT NO. _____
407H206-T1